

RFP # 10-02-RB

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| Issue Date: | October 15, 2009 |
| Title: | Surprise Hill Research Station Observation Well Installation |
| Commodity Code: | 96296 |
| Issuing Agency: | Commonwealth of Virginia Department of Environmental Quality Attn: Reneé Bishop, Contract Officer P. O. Box 1105 Richmond, VA 23218 |
| Using Agency And/Or Location Where Work Will Be Performed: | Department of Environmental Quality 17164 Northumberland Highway Reedville VA 22539 |

Initial Period Of Contract: From date of award Through May 15, 2010.

Sealed Proposals Will Be Received Until 2:00 p.m. on November 19, 2009 For Furnishing The Goods/Services Described Herein.

All Inquiries For Information Should Be Directed To: Renee Bishop, Contract Officer, Phone: (804) 698-4061 or E-mail: renee.bishop@deq.virginia.gov.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE DELIVERED BY COURIER, DELIVER TO: Department of Environmental Quality, Attn: Renee Bishop, Contract Officer, 629 East Main Street, Richmond, VA, 23219. PROPOSALS MAY ALSO BE HAND DELIVERED TO: 1st Floor Receptionist at the street address shown above for courier delivery.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

_____ Zip Code: _____
eVA Vendor ID or DUNS Number: _____
Fax Number: (____) _____
E-mail Address: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: () _____

PREPROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held at 10:30 a.m. on October 28, 2009 at the Northumberland Co. Health Dept., 6373 Northumberland Highway, Route 360 east, Heathsville VA 22473. (Reference: Section VI herein). **NO ONE WILL BE ADMITTED AFTER 10:40 a.m. A mandatory site visit will be made to Surprise Hill Research Station, located at 17164 Northumberland Highway, Reedville VA 22539 immediately following the conference.**

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of materials, services, and methods required to install a Virginia Department of Environmental Quality (DEQ) Ground Water Research Station (GWRS). A GWRS consists of multiple, single screen, observation wells completed at various depths in Coastal Plain aquifers. The purpose of the observation wells is to collect hydrogeologic information to better define the hydrogeologic framework as well as provide a better understanding of the ground water flow system. **MOST IMPORTANTLY, the observation wells MUST be isolated from aquifers above and below to accurately show vertical hydraulic gradients between hydrogeologic units.** Unlike the installation of water supply wells, the installation of a GWRS is exploratory in nature with emphasis on scientific data collection. Non-conventional drilling and well completion techniques may be used during the installation of this research station.
- II. **BACKGROUND:** Department of Environmental Quality (DEQ), Office of Ground Water Characterization (OGWC), in cooperation with the Northern Neck Planning District Commission (NNPDC) and U.S. Geological Survey (USGS) has started a multi-year ground water study initiative on the Northern Neck. The objective of the study is to obtain hydrogeologic information including water level and water quality data in order to characterize current and future ground water conditions on the Peninsula by installing a State Observation Well Research Station. Phase 1 of the initiative to install a continuous wire-line core hole to 1,087 feet was completed in 2007 at Surprise Hill located in Northumberland County, Virginia. Phase 2 includes the installation of observation wells in each aquifer present at the Surprise Hill site. Ultimately there will be nine individual observation wells installed at the site. Two observation wells were installed during State fiscal year 2009. Two wells will be procured in the 2010 Fiscal Year depending on the availability of funds.
- III. **STATEMENT OF NEEDS:** To provide all labor, supervision, equipment, tools, materials, and incidentals necessary to furnish and install a DEQ Ground Water Research Station observation well in the upper lobe of the upper Potomac aquifer and the Aquia aquifer. A rig mounted positive displacement piston pump capable of supplying the necessary pressure and flow to clean the borehole shall be used to advance the boreholes. **Centrifugal pumps WILL NOT be used to drill the boreholes.** All equipment, materials and installation work shall comply with all local, state, and federal rules and regulations including, but not limited to, the Virginia OSHA Standards and the Virginia Uniform Statewide Building Code. The GWRS shall be installed on property owned by Sherilynn Hummel & Michael Burch. A general location of the site is provided as **Attachment E**. Approximately nine (9) observation wells ranging in depth from 1,200 feet to 20 feet will be installed at the GWRS when complete. Wells will be installed in a straight-line approximately 10 to 15 feet apart. The site will be referred to as the Surprise Hill Research Station. The DEQ State Observation Well (SOW) designation will be 216-C and 216-D. A DEQ well number will also be assigned to the well. Due to the exploratory nature of this project, only approximate well depths will be provided in this RFP. The DEQ Geologist, upon review of the geophysical and lithologic logs, will determine specific well depth and screen intervals. **This contract has a budget of \$70,000.00.**

CONTRACTOR TASKS:

- A. **SITE PREPARATION AND MOBILIZATION:** Ground surface conditions will be poor during the drilling and well installation process. Site soil conditions are characterized by poorly drained, coast wise terraces. Drilling activities during the spring of 2009 has adversely impacted ground stability. Rainfall during late winter and early spring is moderate to high, depending on the frequency and duration of coastal storms. In order to preclude operational delays due to poor site conditions, the contractor shall propose a plan to facilitate the movement of operational equipment (drill rig, water truck,

crew trucks, pipe truck, re-fueling truck, pump truck, equipment maintenance vehicles) on and around the drill site during wet weather and muddy soil conditions. At a minimum, the proposal should include a plan for the acquisition and use of mud mats or timber logging mats. Placement of stone, gravel, or other material WILL NOT be permitted. Additional items to be included in this section of the proposal include, but are not limited, to the following:

1. Obtain overhead and underground utility clearance.
2. Install silt fencing around drill site as per sediment and erosion control regulations.
3. Provide plan describing size and number of mud pits.
4. Provide portable toilet facilities.
5. Install safety fencing and barricades to the satisfaction of the DEQ Geologist. Safety fencing must contain all equipment, materials, and site activities.

B. INSTALL UPPER POTOMAC OBSERVATION WELL SOW 216-C (See Attachment C): Continuous wire-line core was collected to a depth of 1,087 feet at the site during March and April of 2007 and terminated in the middle Potomac Confining Unit. Borehole geophysical logs were collected to a depth of 980 feet. Borehole geophysical logs were collected to a depth of 1,239.2 feet in SOW 216-A. Water bearing sands of the upper Potomac aquifer are expected to be encountered between 785 and 825 feet below land surface. Aquifer hydraulic conductivity is expected to be good. For purposes of this proposal, the contractor shall have the drilling capability to install an observation well with 40 feet of screen to a depth of 825 feet using a rig mounted piston pump. Temporary surface casing shall be set to 100 feet. As stated previously, the drilling methodology, type of well construction (grouting, gravel packing), materials (casing, screen, grout), bit size and type, drilling mud, and well development shall be proposed by contractor and documented on the attached GW-2 form labeled SOW 216-C (Attachment C). Well development methodology and procedures shall include air lifting, jetting, surge block, combination surge block and jetting tool to the satisfaction of the DEQ geologist. The contractor shall provide the equipment and materials necessary to accomplish well development in a timely manner to the satisfaction of the DEQ geologist. The contractor must propose the methodology and procedures for grout emplacement. Well casing diameter shall be no smaller than 2 ½ inches internal diameter nor larger than 4 ½ inches internal diameter. Installation of screen, casing, gravel pack and initial air lift development SHALL be completed on the same drilling shift that the target aquifer was drilled. A side discharge tee shall be installed for sample collection.

C. INSTALL AQUIA OBSERVATION WELL SOW 216-D (See Attachment D): Geophysical logs and core samples showed the Aquia aquifer present from 665'-695' below land surface. Aquifer hydraulic conductivity is expected to be POOR. Temporary surface casing shall be set to 100 feet. Drilling methodology, type of well construction (grouting, gravel packing), materials (casing, screen, grout), bit size and type, drilling mud, and well development shall be proposed by contractor and documented on the Attached GW-2 form labeled SOW 216-D (Attachment D). Well development methodology and procedures shall include air lifting, jetting, surge block, combination surge block and jetting tool to the satisfaction of the DEQ geologist. The contractor must also propose the methodology and procedures for grout emplacement. Well casing diameter shall be no smaller than 2 ½ inches internal diameter nor larger than 4 ½ inches

internal diameter. Screen may be 2 inches internal diameter. Installation of screen, casing, gravel pack and initial air lift development SHALL be completed on the same drilling shift that the target aquifer was drilled.

- D. SURFACE COMPLETION OF OBSERVATION WELLS:** Observation wells shall be completed a minimum of 24 inches above grade with steel protective locking covers. A 2 foot by two foot by 3 -1/2 inch concrete pad shall be poured around each observation well. The contractor shall affix a DEQ well identification tag to each well using a method approved by the DEQ Geologist.
- E. DRILLING FLUIDS AND CUTTINGS MANAGEMENT AND DISPOSAL:** The contractor must propose a plan to temporarily contain and manage drilling fluids onsite, and dispose of all drilling mud, fluids, and cuttings offsite. Mud pits shall be excavated to remove all fluids and cuttings and disposed of off site prior to backfilling the mud pits.
- F. SITE SAFETY:** Working site must be completely barricaded with Orange Safety Fence to the satisfaction of the DEQ Geologist.
- G. SUBMITTAL OF MATERIALS AND PRODUCTS TO INSTALL OBSERVATION WELLS:** The proposal shall contain a list of all construction materials and supplies to be used in the drilling and well construction process including but not limited to manufacturer, item number, and item description.
- H. DRILLING SCHEDULE:** Site mobilization shall begin no later than March 2, 2010. Site preparation, including the installation of sediment erosion controls, digging mudpits, mobilizing drill rig and support equipment, shall be completed no later than March 5, 2010. Well installation, demobilization, and site reclamation shall be completed no later than April 30, 2010. Drilling operations may occur on weekends with the approval of the DEQ Geologist. 24 hour drilling is an option with prior approval from DEQ Geologist. For all non-routine drilling, DEQ Geologist shall be notified prior to proceeding with work. Failure to meet these scheduled deadlines may place the contractor in default of the contract and may result in the termination of this contract. (*Reference 7.14 Commonwealth of Virginia Vendors Manual*).
- I. OBSERVATION WELL ACCEPTANCE CRITERIA:** The contractor shall guarantee that all observation wells will have a minimum specific capacity of 0.5. Specific capacity shall be determined by dividing the pumping rate of each well by feet of drawdown during a 4 hour test. The 4 hour test shall be conducted by the DEQ Geologist using the DEQ ground water program pump truck.
- J. WARRANTY:** All material supplied under this contract shall be warranted for a period of one year by the contractor and material manufacturers. The warranty period shall commence on completion of the contractor's work on the project. If materials should fail during the warranty period, the materials shall be replaced and restored to service by the contractor at no expense to the DEQ. All workmanship supplied under this contract shall be warranted for a period of one year. All faults shall be corrected by the contractor at no expense to the DEQ if the workmanship should prove faulty during the warranty period.

- K. **SITE CLEAN-UP AND DE-MOBILIZATION:** Mudpits shall be excavated, back-filled, and compacted with native material. The site shall be returned to its original grade and seeded to the satisfaction of the DEQ Geologist. The contractor shall remove and dispose of all debris, trash or other waste material generated during the entire well installation process. All off-site disposals shall be in accordance with all federal, state, and local laws, regulations, and ordinances.
- L. **FINAL SUBMITTALS:** Within 10 working days of the completion of the research station and prior to final payment, the contractor shall provide complete GW-2 forms, drillers logs, and AS BUILT drawings for each observation well.
- M. **CONTRACTOR'S RESPONSIBILITY:** The property owner will not participate in any aspect of this work and will not assume any responsibility or liability for any actions taken by the contractor while on his property. The contractor shall be responsible for any damages it causes while on the property. All property used by the contractor shall be maintained in original condition, or restored to original condition, once wells are completed. See Special Terms and Conditions, Section VIII. J.
- N. **ADDITIONAL INSURED:** The property owners, **Sherilynn Hummel & Michael Burch, on whose property the work will be performed,** in addition to the Commonwealth of Virginia, **must** be named as an additional insured and so endorsed on the policy. See General Terms and Conditions VII. T. Insurance 3.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

A. **GENERAL INSTRUCTIONS:**

- 1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (3) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
- 2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the

requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary

information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Department of Environmental Quality may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Provide at least (4) References from other clients in which similar work to be performed.
4. Specific plans for providing the proposed goods/services including:
 - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
 - b. What, when and how the service will be performed.
 - c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
5. Proposed Price: Indicate in the Pricing Schedule, Section X of the RFP, if provided.
6. Small Business Subcontracting Plan: Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete Attachment B.

V. **EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by the Department of Environmental Quality using the following criteria:

| | <u>POINT VALUE</u> |
|--|------------------------|
| 1. Specific plans or methodology to be used to perform the services | 35 |
| 2. Price | 25 |
| 3. Experience and qualifications of personnel assigned to perform the services | 20 |
| 4. Small Business Subcontracting Plan | 20 |
| TOTAL | <u>100</u> |

- B. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. **PRE-PROPOSAL CONFERENCE – MANDATORY:**

- A. **PRE-PROPOSAL CONFERENCE:** A mandatory preproposal conference will be at 10:30 a.m. on October 28, 2009 at the Northumberland Co. Health Dept., 6373 Northumberland Highway, Route 360 East, Heathsville VA 22473. ***Immediately following***, a site visit will be made to the Surprise Hill Research Station, 17164 Northumberland Highway, Reedville VA 22539. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this

conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:40 a.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide

occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs: Failure to submit a proposal on the official state form provided for that purpose shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion,

whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the offeror withdraw or modify nonresponsive portions of a proposal which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a

settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 1. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 2. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any

Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit

may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Omitted.
- R. **USE OF BRAND NAMES:** Omitted.
- S. **TRANSPORTATION AND PACKAGING:** Omitted.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- 1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code*

of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- W. **NONDISCRIMINATION OF CONTRACTORS:** A offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of

time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in U.S. dollars.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.
- Contractor Name: _____ Subcontractor Name: _____
- License # _____ Type _____
- D. **DELIVERY:** State your earliest firm delivery or performance date: _____ 20____. This date may be a factor in making the award.
- E. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- F. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

| | | |
|-----------------------|---------------------------------------|------------------|
| From: _____ | <u>November 19, 2009</u> | <u>2:00 p.m.</u> |
| Name of Offeror | Due Date | Time |
| _____ | <u>10-02-RB</u> | |
| Street or Box Number | RFP No. | |
| _____ | <u>Surprise Hill Research Station</u> | |
| City, State, Zip Code | <u>Observation Well Installation</u> | |
| | RFP Title | |

Name of Contract Officer Reneé Bishop

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

G. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the

contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- H. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- I. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- J. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- K. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in *one* purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

- L. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

IX. METHOD OF PAYMENT:

- A. Payment will be made upon submission of invoice per completion of each task in the Pricing Schedule.
- B. Invoices shall reference the purchase order or contract number and fully detail the services performed.
- C. All invoices shall be sent to:
Department of Environmental Quality
Attn: Accounts Payable
P.O. Box 1105
Richmond, Virginia 23218
- D. The Contractor will receive payment within thirty days of receipt of an acceptable invoice by the Department of Environmental Quality.

X. PRICING SCHEDULE:

| | |
|---|-----------------|
| Task 1, SITE PREPARATION, MOBILIZATION, (Not to exceed 10% of the Grand Total) | \$ _____ |
| Task 2, INSTALL UPPER POTOMAC SOW 216-C | \$ _____ |
| Task 3, INSTALL AQUIA SOW 216-D | \$ _____ |
| Task 4, SITE CLEAN-UP AND DE-MOBILIZATION | \$ _____ |
| GRAND TOTAL | \$ _____ |

XI. ATTACHMENTS: List all applicable attachments with a brief statement on their purpose.

- A. Offeror Data Sheet** - Offeror to provide contact information, number of years in business and four (4) references.
- B. Small Business Subcontracting Plan** - Offeror to document the firm's certification as a small business by the Department of Minority Business Enterprise (DMBE) or plans for utilizing DMBE-certified small businesses as subcontractors in the performance of this contract.
- C. Form GW-2 SOW 216-C**
- D. Form GW-2 SOW 216-D**
- E. Location Site Map**
- F. Site Photograph**

ATTACHMENT A
OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B
Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

| Small Business Name & Address DMBE Certificate # | Status if Small Business is also: Women (W), Minority (M) | Contact Person, Telephone & Email | Type of Goods and/or Services | Planned Involvement During Initial Period of the Contract | Planned Contract Dollars During Initial Period of the Contract |
|--|--|--|--|--|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Totals \$ | | | | | |

COMMONWEALTH OF VIRGINIA
WATER WELL COMPLETION REPORT

Form GW-2

DEQ WELL # _____
USGS LOCAL # _____

Revised 12/1/00

(Certification of Completion/County Permit)

Virginia Dept. Of Environmental Quality
P.O. Box 10009
Richmond, VA 23240-0009

ATTACHMENT C

COUNTY / CITY _____ **Northumberland** _____
(County / City Stamp)

Virginia Plane Coordinates

_____ N
_____ E
Latitude & Longitude
Datum: _____
_____ N
_____ W
Topo. Map No. _____
Elevation _____ ft.
Formation _____
Lithology _____
River Basin _____
Province _____
Type Logs _____
Cuttings _____
Water Analysis _____
Aquifer Test _____

Owner **VA Department of Environmental Quality**
Well Designation or number **SOW 216-C (proposed)**
Address **PO Box 1105**
Richmond, VA 23218

Phone _____

Drilling Contractor _____

Address _____

Phone _____

WELL LOCATION: _____ (feet/miles) _____ (direction) of _____
and _____ (feet/miles) _____ (direction) of _____

If possible please include map showing marked well location.

Date Started _____ Date Completed _____ Type Rig _____

DEQ Permit _____
County Permit _____
Certification of inspecting official:
This well does _____ does not _____
Meet code/law requirements.
Signature: _____
Date: _____
For Office Use

Tax Map I.D. No. _____
Subdivision _____
Section _____
Block _____
Lot _____
Class Well I _____ IIA _____
IIB _____ IIIA _____ IIIB _____
IIIC _____ IIID _____ IIIE _____

1. WELL DATA: New ☒ Reworked _____ Deepened _____

Total Depth _____ ft.

Depth to Bedrock _____ ft.

Hole Size (Also include reamed zones)

_____ inches from _____ to _____ ft.

_____ inches from _____ to _____ ft.

_____ inches from _____ to _____ ft.

Casing Size (I.D.) and Material

_____ inches from _____ to _____ ft.

Material _____

Weight per ft. _____ or wall thickness _____ in.

_____ inches from _____ to _____ ft.

Material _____

Weight per ft. _____ or wall thickness _____ in.

_____ inches from _____ to _____ ft.

Weight per ft. _____ or wall thickness _____ in.

Screen Size & Mesh for Each Zone

_____ inches from **785** to **825** ft.

Mesh Size _____ Type _____

_____ inches from _____ to _____ ft.

Mesh Size _____ Type _____

_____ inches from _____ to _____ ft.

Mesh Size _____ Type _____

_____ inches from _____ to _____ ft.

Mesh Size _____ Type _____

Gravel Pack

From _____ to _____ ft.

From _____ to _____ ft.

Grout

From _____ to _____ ft. Type _____

From _____ to _____ ft. Type _____

2. WATER DATA: Water Temperature _____ F

Static Water Level (unpumped level measured) _____ ft.

Stabilized measured pumping water level _____ ft.

Stabilized Yield _____ gpm after _____ hours

Natural Flow: Yes _____ No _____ Flow Rate _____ gpm

Comment on water quality: _____

3. WATER ZONES: From _____ To _____

From _____ To _____ & From _____ To _____

From _____ To _____ & From _____ To _____

4. USE DATA

Type of Use: Drinking _____ Livestock Watering _____

Irrigation _____ Food Processing _____ Household _____

Manufacturing _____ Fire Safety _____ Cleaning _____

Recreation _____ Aesthetic _____ Cooling/Heating _____

Injection _____ Other _____ **OBSERVATION**

Type of Facility: Domestic _____ Public Water Supply _____

Public Institution _____ Farm _____ Industry _____

Commercial _____ Other _____ **OBSERVATION**

5. PUMP DATA: Type **NA** Rated hp. _____

Intake Depth _____ ft. Capacity _____ gpm at _____ head

6. WELLHEAD: Type of Well Seal _____

Pressure Tank _____ gal. Location _____

Sample Tap _____ Measurement Port _____

Well Vent _____ Pressure Relief Valve _____

Gate valve _____ Check Valve (when required) _____

Electrical Disconnect Switch on Power Supply _____

7. DISINFECTION: Well Disinfected _____ Yes _____ No _____

Date _____ Disinfectant Used _____

Amount _____ Hours Used _____

8. ABANDONMENT: (where applicable) _____ Yes _____ No _____

Casing Pulled _____ Yes _____ No _____ NA _____

Plugging Grout From _____ to _____ Material _____

DEQ WELL # _____
USGS LOCAL # _____

DEQ WELL # _____
USGS LOCAL # _____

9. State law requires submitting to the Virginia State Water Control board information about ground water and wells for every well made in the State intended for water, or any other non-exempt well. This information must be submitted whether the well is completed, on standby, or abandoned. Information required includes: an accurately and completely prepared water well completion report, full data from any aquifer pumping tests, drill cuttings taken at ten foot intervals (unless exemption is secured), the results of any chemical analysis, and copies of the geophysical logs. Quarterly pumpage and use reports are required from owners of public supply and industrial wells. County or State permits to drill may be required in some parts of the state. Some counties require submission of a water well completion report. The Virginia State health Department requires a water well completion report for public water supply.

| 10. Driller's Log (Use additional sheets if necessary) | | | | 11. Drilling Time (Min.) | 12. Diagram of Well Construction (with dimensions) * |
|--|----|--|--|---------------------------------------|---|
| Depth (feet) | | Type of Rock or Soil | Remarks | | |
| From | To | (Color, material, fossils, hardness, etc.) | (Water, caving, cavities, broken, core, shot, etc.) | | |
| | | | | | |

13. Well Lot Dedicated? _____ Size _____ ft. by _____ ft. Well House? _____
 Distance to nearest pollutant source _____ ft. Type _____
 Distance to nearest property line _____ ft. Building _____ ft.

14. WATER SERVICE PIPE: Checked under _____ p.s.i. for _____ minutes
Pipe Size _____ in. Material _____
Installer _____
Date _____

15. I certify that the information contained herein is true and correct and that this well and/or system has been installed and constructed in accordance with the requirements for well construction as specified in compliance with appropriate county or independent city ordinances and the laws and rules of the Commonwealth of Virginia.

Signature _____
(Well driller or authorized person)

Date _____

License Number _____

COMMONWEALTH OF VIRGINIA
WATER WELL COMPLETION REPORT

Revised 12/1/00

(Certification of Completion/County Permit)

DEQ WELL # _____
USGS LOCAL # _____Virginia Dept. Of Environmental Quality
P.O. Box 10009
Richmond, VA 23240-0009

ATTACHMENT D

COUNTY / CITY Northumberland
(County / City Stamp)

Virginia Plane Coordinates

N _____
E _____

Latitude & Longitude

Datum: _____

N _____
W _____

Topo. Map No. _____

Elevation _____ ft.

Formation _____

Lithology _____

River Basin _____

Province _____

Type Logs _____

Cuttings _____

Water Analysis _____

Aquifer Test _____

Owner **VA Department of Environmental Quality**Well Designation or number **SOW 216-D (proposed)**Address **PO Box 1105****Richmond, VA 23218**

Phone _____

Drilling Contractor _____

Address _____

Phone _____

WELL LOCATION: _____ (feet/miles) _____ (direction) of _____
and _____ (feet/miles) _____ (direction) of _____*If possible please include map showing marked well location.*

Date Started _____ Date Completed _____ Type Rig _____

DEQ Permit _____

County Permit _____

Certification of inspecting official:

This well does _____ does not _____

Meet code/law requirements.

Signature: _____

Date: _____

For Office Use

Tax Map I.D. No. _____

Subdivision _____

Section _____

Block _____

Lot _____

Class Well I _____ IIA _____

IIB _____ IIIA _____ IIIB _____

IIIC _____ IIID _____ IIIE _____

1. WELL DATA: New ☒ Reworked _____ Deepened _____

Total Depth _____ ft.

Depth to Bedrock _____ ft.

Hole Size (Also include reamed zones)

_____ inches from _____ to _____ ft.

_____ inches from _____ to _____ ft.

_____ inches from _____ to _____ ft.

Casing Size (I.D.) and Material

_____ inches from _____ to _____ ft.

Material _____

Weight per ft. _____ or wall thickness _____ in.

_____ inches from _____ to _____ ft.

Material _____

Weight per ft. _____ or wall thickness _____ in.

_____ inches from _____ to _____ ft.

Weight per ft. _____ or wall thickness _____ in.

Screen Size & Mesh for Each Zone

_____ inches from **665** to **695** ft.

Mesh Size _____ Type _____

_____ inches from _____ to _____ ft.

Mesh Size _____ Type _____

_____ inches from _____ to _____ ft.

Mesh Size _____ Type _____

_____ inches from _____ to _____ ft.

Mesh Size _____ Type _____

Gravel Pack

From _____ to _____ ft.

From _____ to _____ ft.

Grout

From _____ to _____ ft. Type _____

From _____ to _____ ft. Type _____

2. WATER DATA: Water Temperature _____ F

Static Water Level (unpumped level measured) _____ ft.

Stabilized measured pumping water level _____ ft.

Stabilized Yield _____ gpm after _____ hours

Natural Flow: Yes _____ No _____ Flow Rate _____ gpm

Comment on water quality: _____

3. WATER ZONES: From _____ To _____

From _____ To _____ & From _____ To _____

From _____ To _____ & From _____ To _____

4. USE DATA

Type of Use: Drinking _____ Livestock Watering _____

Irrigation _____ Food Processing _____ Household _____

Manufacturing _____ Fire Safety _____ Cleaning _____

Recreation _____ Aesthetic _____ Cooling/Heating _____

Injection _____ Other _____ **OBSERVATION**

Type of Facility: Domestic _____ Public Water Supply _____

Public Institution _____ Farm _____ Industry _____

Commercial _____ Other _____ **OBSERVATION**5. PUMP DATA: Type **NA** Rated hp. _____

Intake Depth _____ ft. Capacity _____ gpm at _____ head

6. WELLHEAD: Type of Well Seal _____

Pressure Tank _____ gal. Location _____

Sample Tap _____ Measurement Port _____

Well Vent _____ Pressure Relief Valve _____

Gate valve _____ Check Valve (when required) _____

Electrical Disconnect Switch on Power Supply _____

7. DISINFECTION: Well Disinfected _____ Yes _____ No _____

Date _____ Disinfectant Used _____

Amount _____ Hours Used _____

8. ABANDONMENT: (where applicable) _____ Yes _____ No _____

Casing Pulled _____ Yes _____ No _____ NA _____

Plugging Grout From _____ to _____ Material _____

DEQ WELL # _____
USGS LOCAL # _____

- 10. Driller's Log** (Use additional sheets if necessary)

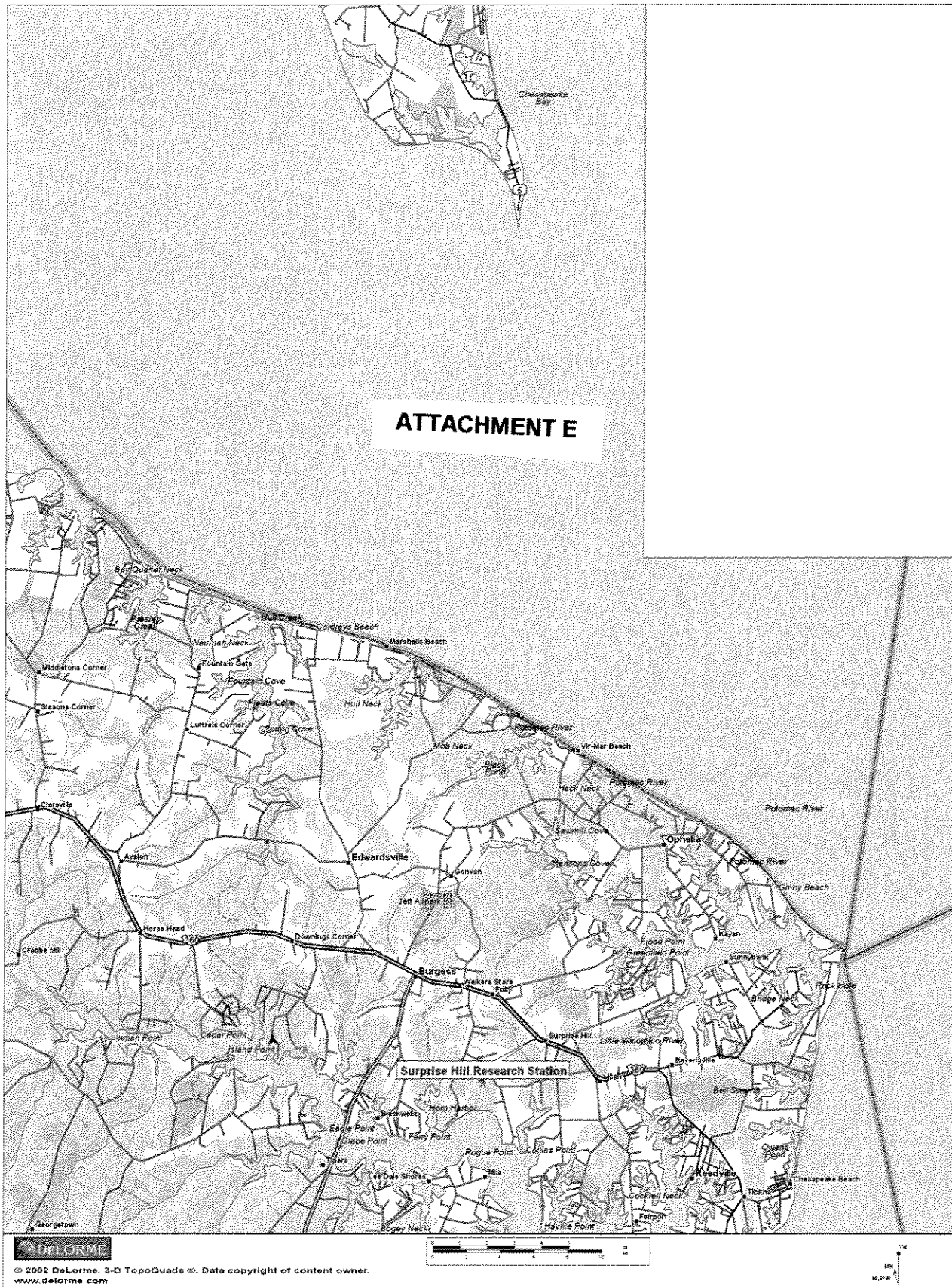
| Depth (feet) | | Type of Rock or Soil | Remarks | Drilling Time (Min.) |
|--------------|----|--|---|----------------------|
| From | To | (Color, material, fossils, hardness, etc.) | (Water, caving, cavities, broken, core, shot, etc.) | |
| | | | | |

15. I certify that the information contained herein is true and correct and that this well and/or system has been installed and constructed in accordance with the requirements for well construction as specified in compliance with appropriate county or independent city ordinances and the laws and rules of the Commonwealth of Virginia.

Date _____

License Number

ATTACHMENT E



ATTACHMENT F

